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8 Attorneys for Defendants,
9 Officer Mark Shifflett, Officer Jonathan Chavez,
10 and Officer Sean Anthis and
11 Specially Appearing City of Santa Ana (dismissed)

12
13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 ESTATE OF MIGUEL CHAVEZ by and through his successor in interest, MARIA DE LA PAZ CHAVEZ; MARIA DE LA PAZ CHAVEZ, individually, CARMEN ALVAREZ, individually, Individually, Plaintiffs, v. SANTA ANA POLICE DEPARTMENT, a public entity; CITY OF SANTA ANA, a public entity; OFFICER MARK SHIFFLETT, an individual; SERGEANT MICHAEL GONZALEZ, an individual; OFFICER JONATHAN CHAVEZ, an individual; OFFICER SEAN ANTHIS, an individual; and DOES 1 – 10, inclusive, Defendants.

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I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation
2 may be warranted. Accordingly, the parties hereby stipulate to and petition
3 the Court to enter the following Stipulated Protective Order. The parties
4 acknowledge that this Order does not confer blanket protections on all
5 disclosures or responses to discovery and that the protection it affords from
6 public disclosure and use extends only to the limited information or items
7 that are entitled to confidential treatment under the applicable legal
8 principles. The parties further acknowledge, as set forth in Section XIII(C),
9 below, that this Stipulated Protective Order does not entitle them to file
10 confidential information under seal; Civil Local Rule 79-5 sets forth the
11 procedures that must be followed and the standards that will be applied
12 when a party seeks permission from the Court to file material under seal.

13 **II. GOOD CAUSE STATEMENT**

14 There is good cause and a particularized need for a protective order to
15 preserve the interests of confidentiality and privacy in peace officer personnel file
16 records and associated investigative or confidential records.

17 A. Peace officers have a right of privacy in their personnel file records; a
18 reasonable expectation of privacy therein that is underscored, specified, and
19 arguably heightened by the Pitchess protective procedure of California law. See
20 Sanchez v. Santa Ana Police Dept., 936 F.2d 1027, 1033-1034 (9th Cir. 1990);
21 Hallon v. City of Stockton, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-13 (E.D. Cal.
22 2012) (concluding that “while “[f]ederal law applies to privilege based discovery
23 disputes involving federal claims,” the “state privilege law which is consistent with
24 its federal equivalent significantly assists in applying [federal] privilege law to
25 discovery disputes”); Soto v. City of Concord, 162 F.R.D. 603, 613 n. 4, 616 (N.D.
26 Cal. 1995) (peace officers have constitutionally-based “privacy rights [that] are not
27 inconsequential” in their police personnel records); cf. Cal. Penal Code §§ 832.7,
28 832.8; Cal. Evid. Code §§ 1040-1047. Unrestricted disclosure of such personnel

1 file information could potentially threaten the safety of non-party witnesses,
2 officers, and their families/associates. Second, municipalities and law enforcement
3 agencies have federal deliberative-executive process privilege, federal official
4 information privilege, federal law enforcement privilege, and federal attorney-
5 client privilege (and/or attorney work product protection) interests in the personnel
6 files of their peace officers – particularly as to those portions of peace officer
7 personnel files that contain critical self-analysis, internal deliberation/decision-
8 making or evaluation/analysis, or communications for the purposes of obtaining or
9 rendering legal advice or analysis – potentially including but not limited to
10 evaluative / analytical portions of Internal Affairs type records or reports,
11 evaluative / analytical portions of supervisory records or reports, and/or reports
12 prepared at the direction of counsel, or for the purpose of obtaining or rendering
13 legal advice Defendants further contend that municipalities and law enforcement
14 agencies have duties to respect the privacy rights of officers and third parties to
15 this litigation, and such duties may bear on the course of discovery in this matter.
16 See Sanchez, 936 F.2d at 1033-1034; Maricopa Audubon Soc'y v. United States
17 Forest Serv., 108 F.3d 1089, 1092-1095 (9th Cir. 1997); Soto, 162 F.R.D. at 613,
18 613 n. 4; Kelly v. City of San Jose, 114 F.R.D. 654, 668-671 (N.D. Cal. 1987);
19 Tuite v. Henry, 181 F.R.D. 175, 176-177 (D. D.C. 1998); Hamstreet v. Duncan,
20 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); Admiral Ins. Co. v. United States
21 Dist. Ct., 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further contend
22 that such personnel file records are restricted from disclosure by the public entity's
23 custodian of records pursuant to applicable California law and that uncontrolled
24 release is likely to result in needless intrusion of officer privacy; impairment in the
25 collection of third-party witness information and statements and related legitimate
26 law enforcement investigations/interests; and a chilling of open and honest
27 discussion regarding and/or investigation into alleged misconduct that can erode a
28 public entity's ability to identify and/or implement any remedial measures that

1 may be required. Third, because peace officers do not have the same rights as other
2 private citizens to avoid giving compelled statements, it is contrary to the
3 fundamental principles of fairness to permit uncontrolled release of officers'
4 compelled statements. See generally Lybarger v. City of Los Angeles, 40 Cal.3d
5 822, 828-830 (1985); cf. U.S. Const., amend V. Accordingly, without a protective
6 order preventing such, production of confidential records in the case can and will
7 likely substantially impair and harm the public entity's interests in candid self-
8 critical analysis, frank internal deliberations, obtaining candid information from
9 witnesses, preserving the safety of witnesses, preserving the safety of peace
10 officers and peace officers' families and associates, protecting the privacy officers
11 of peace officers, and preventing pending investigations from being detrimentally
12 undermined by publication of private, sensitive, or confidential information – as
13 can and often does result in litigation. It is the intent of the parties that information
14 will not be designated as confidential for tactical reasons and that nothing be so
15 designated without a good faith belief that it has been maintained in a confidential,
16 non-public manner, and there is good cause why it should not be part of the public
17 record of this case.

18 414 Acknowledgment of Procedure for Filing Under Seal. The parties
19 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
20 Protective Order does not entitle them to file confidential information under seal;
21 Local Rule 79-5 sets forth the procedures that must be followed and the standards
22 that will be applied when a party seeks permission from the court to file material
23 under seal. There is a strong presumption that the public has a right of access to
24 judicial proceedings and records in civil cases. In connection with non-dispositive
25 motions, good cause must be shown to support a filing under seal. See Kamakana
26 v. City and Cnty. of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips ex rel.
27 Ests. of Byrd v. Gen. Motors Corp., 307 F.3d 1206, 1210–11 (9th Cir. 2002),
28 Makar-Welbon v. Sony Elecs., Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even

1 stipulated protective orders require good cause showing), and a specific showing
2 of good cause or compelling reasons with proper evidentiary support and legal
3 justification, must be made with respect to Protected Material that a party seeks to
4 file under seal. The parties' mere designation of Disclosure or Discovery Material
5 as CONFIDENTIAL does not—without the submission of competent evidence by
6 declaration, establishing that the material sought to be filed under seal qualifies as
7 confidential, privileged, or otherwise protectable—constitute good cause.
8 Further, if a party requests sealing related to a dispositive motion or trial, then
9 compelling reasons, not only good cause, for the sealing must be shown, and the
10 relief sought shall be narrowly tailored to serve the specific interest to be protected.
11 See Pintos v. Pac. Creditors Ass'n, 605 F.3d 665, 677–79 (9th Cir. 2010). For
12 each item or type of information, document, or thing sought to be filed or
13 introduced under seal in connection with a dispositive motion or trial, the party
14 seeking protection must articulate compelling reasons, supported by specific facts
15 and legal justification, for the requested sealing order. Again, competent evidence
16 supporting the application to file documents under seal must be provided by
17 declaration. Any document that is not confidential, privileged, or otherwise
18 protectable in its entirety will not be filed under seal if the confidential portions
19 can be redacted. If documents can be redacted, then a redacted version for public
20 viewing, omitting only the confidential, privileged, or otherwise protectable
21 portions of the document, shall be filed. Any application that seeks to file
22 documents under seal in their entirety should include an explanation of why
23 redaction is not feasible.
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25 **III. DEFINITIONS**

26 A. Action: Estate of Miguel Chavez et al. v. Santa Ana Police
27 Department et al, United States District Court Case No. 8:24-cv-01899-
28 FWS-ADS.

1 B. Challenging Party: A Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 C. “CONFIDENTIAL” Information or Items: Information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified
6 above in the Good Cause Statement.

7 D. Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 E. Designating Party: A Party or Non-Party that designates information
10 or items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”

12 F. Disclosure or Discovery Material: All items or information,
13 regardless of the medium or manner in which it is generated, stored, or
14 maintained (including, among other things, testimony, transcripts, and
15 tangible things), that are produced or generated in disclosures or responses
16 to discovery in this matter.

17 G. Expert: A person with specialized knowledge or experience in a
18 matter pertinent to the litigation who has been retained by a Party or its
19 counsel to serve as an expert witness or as a consultant in this Action.

20 H. House Counsel: Attorneys who are employees of a party to this
21 Action. House Counsel does not include Outside Counsel of Record or any
22 other outside counsel.

23 I. Non-Party: Any natural person, partnership, corporation, association,
24 or other legal entity not named as a Party to this action.

25 J. Outside Counsel of Record: Attorneys who are not employees of a
26 party to this Action but are retained to represent or advise a party to this
27 Action and have appeared in this Action on behalf of that party or are

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1 affiliated with a law firm which has appeared on behalf of that party, and
2 includes support staff.

3 K. Party: Any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record
5 (and their support staffs).

6 L. Producing Party: A Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 M. Professional Vendors: Persons or entities that provide litigation
9 support services (e.g., photocopying, videotaping, translating, preparing
10 exhibits or demonstrations, and organizing, storing, or retrieving data in any
11 form or medium) and their employees and subcontractors.

12 N. Protected Material: Any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 O. Receiving Party: A Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 **IV. SCOPE**

17 A. The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected
22 Material.

23 B. Any use of Protected Material at trial shall be governed by the orders
24 of the trial judge. This Order does not govern the use of Protected Material at
25 trial.

26 **V. DURATION**

27 A. The terms of this Stipulated Protective Order apply through the Final
28 Disposition of this Action. Once a case proceeds to trial, information that

1 was designated as CONFIDENTIAL, or maintained pursuant to this
2 Stipulated Protective Order and used or introduced exhibit at trial becomes
3 public and will be presumptively available to all members of the public,
4 including peers, unless compelling reasons supported by specific factual
5 findings to proceed otherwise are made to the trial judge in advance of the
6 trial. See Kamakana, 447 F. 3d at 1180-81 (distinguishing “good cause”
7 showing for sealing documents produced in discovery from “compelling
8 reasons” standard when merits-related to documents are part of court
9 record). Accordingly, for such materials, the terms of this Stipulated
10 Protective Order do not extend beyond the commencement of the trial. Even
11 after the Final Disposition of this litigation, the confidentiality objections
12 imposed by this Stipulated Protective Order shall remain in effect until a
13 Designating Party agrees otherwise in writing or a court order otherwise
14 directs.

15 **VI. DESIGNATING PROTECTED MATERIAL**

16 A. Exercise of Restraint and Care in Designating Material for Protection

17 1. Each Party or Non-Party that designates information or items
18 for protection under this Order must take care to limit any such
19 designation to specific material that qualifies under the appropriate
20 standards. The Designating Party must designate for protection only
21 those parts of material, documents, items, or oral or written
22 communications that qualify so that other portions of the material,
23 documents, items, or communications for which protection is not
24 warranted are not swept unjustifiably within the ambit of this Order.

25 2. Mass, indiscriminate, or routinized designations are prohibited.
26 Designations that are shown to be clearly unjustified or that have been
27 made for an improper purpose (e.g., to unnecessarily encumber the
28 case development process or to impose unnecessary expenses and

1 burdens on other parties) may expose the Designating Party to
2 sanctions.

3 3. If it comes to a Designating Party's attention that information
4 or items that it designated for protection do not qualify for protection,
5 that Designating Party must promptly notify all other Parties that it is
6 withdrawing the inapplicable designation.

7 B. Manner and Timing of Designations

8 1. Except as otherwise provided in this Order (*see, e.g.*, Section
9 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
10 Discovery Material that qualifies for protection under this Order must
11 be clearly so designated before the material is disclosed or produced.

12 2. Designation in conformity with this Order requires the
13 following:

14 a. For information in documentary form (e.g., paper or
15 electronic documents, but excluding transcripts of depositions
16 or other pretrial or trial proceedings), that the Producing Party
17 affix at a minimum, the legend "CONFIDENTIAL"
18 (hereinafter "CONFIDENTIAL legend"), to each page that
19 contains protected material. If only a portion or portions of the
20 material on a page qualifies for protection, the Producing Party
21 also must clearly identify the protected portion(s) (e.g., by
22 making appropriate markings in the margins).

23 b. A Party or Non-Party that makes original documents
24 available for inspection need not designate them for protection
25 until after the inspecting Party has indicated which documents
26 it would like copied and produced. During the inspection and
27 before the designation, all of the material made available for
28 inspection shall be deemed "CONFIDENTIAL." After the

1 inspecting Party has identified the documents it wants copied
2 and produced, the Producing Party must determine which
3 documents, or portions thereof, qualify for protection under this
4 Order. Then, before producing the specified documents, the
5 Producing Party must affix the “CONFIDENTIAL legend” to
6 each page that contains Protected Material. If only a portion or
7 portions of the material on a page qualifies for protection, the
8 Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the
10 margins).

15 d. For information produced in form other than document
16 and for any other tangible items, that the Producing Party affix
17 in a prominent place on the exterior of the container or
18 containers in which the information is stored the legend
19 "CONFIDENTIAL." If only a portion or portions of the
20 information warrants protection, the Producing Party, to the
21 extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

23 1. If timely corrected, an inadvertent failure to designate qualified
24 information or items does not, standing alone, waive the Designating
25 Party's right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must
27 make reasonable efforts to assure that the material is treated in
28 accordance with the provisions of this Order.

1 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 A. Timing of Challenges

3 1. Any party or Non-Party may challenge a designation of
4 confidentiality at any time that is consistent with the Court's
5 Scheduling Order.

6 B. Meet and Confer

7 1. The Challenging Party shall initiate the dispute resolution
8 process under Local Rule 37.1 et seq.

9 C. The burden of persuasion in any such challenge proceeding shall be
10 on the Designating Party. Frivolous challenges, and those made for an
11 improper purpose (e.g., to harass or impose unnecessary expenses and
12 burdens on other parties) may expose the Challenging Party to sanctions.
13 Unless the Designating Party has waived or withdrawn the confidentiality
14 designation, all parties shall continue to afford the material in question the
15 level of protection to which it is entitled under the Producing Party's
16 designation until the Court rules on the challenge.

17 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 A. Basic Principles

19 1. A Receiving Party may use Protected Material that is disclosed
20 or produced by another Party or by a Non-Party in connection with
21 this Action only for prosecuting, defending, or attempting to settle this
22 Action. Such Protected Material may be disclosed only to the
23 categories of persons and under the conditions described in this Order.
24 When the Action has been terminated, a Receiving Party must comply
25 with the provisions of Section XIV below.

26 2. Protected Material must be stored and maintained by a
27 Receiving Party at a location and in a secure manner that ensures that
28 access is limited to the persons authorized under this Order.

1 B. Disclosure of “CONFIDENTIAL” Information or Items

2 1. Unless otherwise ordered by the Court or permitted in writing
3 by the Designating Party, a Receiving Party may disclose any
4 information or item designated “CONFIDENTIAL” only to:

5 a. The Receiving Party’s Outside Counsel of Record in this
6 Action, as well as employees of said Outside Counsel of
7 Record to whom it is reasonably necessary to disclose the
8 information for this Action;

9 b. The officers, directors, and employees (including House
10 Counsel) of the Receiving Party to whom disclosure is
11 reasonably necessary for this Action;

12 c. Experts (as defined in this Order) of the Receiving Party
13 to whom disclosure is reasonably necessary for this Action and
14 who have signed the “Acknowledgment and Agreement to Be
15 Bound” (Exhibit A);

16 d. The Court and its personnel;

17 e. Court reporters and their staff;

18 f. Professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably
20 necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to be Bound” attached as
22 Exhibit A hereto;

23 g. The author or recipient of a document containing the
24 information or a custodian or other person who otherwise
25 possessed or knew the information;

26 h. During their depositions, witnesses, and attorneys for
27 witnesses, in the Action to whom disclosure is reasonably
28 necessary provided: (i) the deposing party requests that the

1 witness sign the “Acknowledgment and Agreement to Be
2 Bound;” and (ii) they will not be permitted to keep any
3 confidential information unless they sign the “Acknowledgment
4 and Agreement to Be Bound,” unless otherwise agreed by the
5 Designating Party or ordered by the Court. Pages of
6 transcribed deposition testimony or exhibits to depositions that
7 reveal Protected Material may be separately bound by the court
8 reporter and may not be disclosed to anyone except as
9 permitted under this Stipulated Protective Order; and
10 i. Any mediator or settlement officer, and their supporting
11 personnel, mutually agreed upon by any of the parties engaged
12 in settlement discussions.

13 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
14 **PRODUCED IN OTHER LITIGATION**

15 A. If a Party is served with a subpoena or a court order issued in other
16 litigation that compels disclosure of any information or items designated in
17 this Action as “CONFIDENTIAL,” that Party must:

18 1. Promptly notify in writing the Designating Party. Such
19 notification shall include a copy of the subpoena or court order;
20 2. Promptly notify in writing the party who caused the subpoena
21 or order to issue in the other litigation that some or all of the material
22 covered by the subpoena or order is subject to this Protective Order.
23 Such notification shall include a copy of this Stipulated Protective
24 Order; and
25 3. Cooperate with respect to all reasonable procedures sought to
26 be pursued by the Designating Party whose Protected Material may be
27 affected.

1 B. If the Designating Party timely seeks a protective order, the Party
2 served with the subpoena or court order shall not produce any information
3 designated in this action as “CONFIDENTIAL” before a determination by
4 the Court from which the subpoena or order issued, unless the Party has
5 obtained the Designating Party’s permission. The Designating Party shall
6 bear the burden and expense of seeking protection in that court of its
7 confidential material and nothing in these provisions should be construed as
8 authorizing or encouraging a Receiving Party in this Action to disobey a
9 lawful directive from another court.

10 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
11 PRODUCED IN THIS LITIGATION**

12 A. The terms of this Order are applicable to information produced by a
13 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
14 information produced by Non-Parties in connection with this litigation is
15 protected by the remedies and relief provided by this Order. Nothing in
16 these provisions should be construed as prohibiting a Non-Party from
17 seeking additional protections.

18 B. In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party’s confidential information in its possession, and the
20 Party is subject to an agreement with the Non-Party not to produce the Non-
21 Party’s confidential information, then the Party shall:

22 1. Promptly notify in writing the Requesting Party and the Non-
23 Party that some or all of the information requested is subject to a
24 confidentiality agreement with a Non-Party;
25 2. Promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and
27 a reasonably specific description of the information requested; and
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1 3. Make the information requested available for inspection by the
2 Non-Party, if requested.

3 C. If the Non-Party fails to seek a protective order from this court within
4 14 days of receiving the notice and accompanying information, the
5 Receiving Party may produce the Non-Party's confidential information
6 responsive to the discovery request. If the Non-Party timely seeks a
7 protective order, the Receiving Party shall not produce any information in its
8 possession or control that is subject to the confidentiality agreement with the
9 Non-Party before a determination by the court. Absent a court order to the
10 contrary, the Non-Party shall bear the burden and expense of seeking
11 protection in this court of its Protected Material.

12 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
14 disclosed Protected Material to any person or in any circumstance not
15 authorized under this Stipulated Protective Order, the Receiving Party must
16 immediately (1) notify in writing the Designating Party of the unauthorized
17 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
18 Protected Material, (3) inform the person or persons to whom unauthorized
19 disclosures were made of all the terms of this Order, and (4) request such
20 person or persons to execute the "Acknowledgment and Agreement to be
21 Bound" that is attached hereto as Exhibit A.

22 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
23 **OTHERWISE PROTECTED MATERIAL**

24 A. When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other
26 protection, the obligations of the Receiving Parties are those set forth in
27 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
28 to modify whatever procedure may be established in an e-discovery order

1 that provides for production without prior privilege review. Pursuant to
2 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an
3 agreement on the effect of disclosure of a communication or information
4 covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the Stipulated Protective Order
6 submitted to the Court.

7 **XIII. MISCELLANEOUS**

8 A. Right to Further Relief

9 1. Nothing in this Order abridges the right of any person to seek
10 its modification by the Court in the future.

11 B. Right to Assert Other Objections

12 1. By stipulating to the entry of this Protective Order, no Party
13 waives any right it otherwise would have to object to disclosing or
14 producing any information or item on any ground not addressed in
15 this Stipulated Protective Order. Similarly, no Party waives any right
16 to object on any ground to use in evidence of any of the material
17 covered by this Protective Order.

18 C. Filing Protected Material

19 1. A Party that seeks to file under seal any Protected Material
20 must comply with Civil Local Rule 79-5. Protected Material may
21 only be filed under seal pursuant to a court order authorizing the
22 sealing of the specific Protected Material at issue. If a Party's request
23 to file Protected Material under seal is denied by the Court, then the
24 Receiving Party may file the information in the public record unless
25 otherwise instructed by the Court.

26 **XIV. FINAL DISPOSITION**

27 A. After the final disposition of this Action, as defined in Section V,
28 within sixty (60) days of a written request by the Designating Party, each

1 Receiving Party must return all Protected Material to the Producing Party or
2 destroy such material. As used in this subdivision, “all Protected Material”
3 includes all copies, abstracts, compilations, summaries, and any other format
4 reproducing or capturing any of the Protected Material. Whether the
5 Protected Material is returned or destroyed, the Receiving Party must submit
6 a written certification to the Producing Party (and, if not the same person or
7 entity, to the Designating Party) by the 60 day deadline that (1) identifies
8 (by category, where appropriate) all the Protected Material that was returned
9 or destroyed and (2) affirms that the Receiving Party has not retained any
10 copies, abstracts, compilations, summaries or any other format reproducing
11 or capturing any of the Protected Material. Notwithstanding this provision,
12 Counsel are entitled to retain an archival copy of all pleadings, motion
13 papers, trial, deposition, and hearing transcripts, legal memoranda,
14 correspondence, deposition and trial exhibits, expert reports, attorney work
15 product, and consultant and expert work product, even if such materials
16 contain Protected Material. Any such archival copies that contain or
17 constitute Protected Material remain subject to this Protective Order as set
18 forth in Section V.

19 B. Any violation of this Order may be punished by any and all
20 appropriate measures including, without limitation, contempt proceedings
21 and/or monetary sanctions.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
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3 Dated: January 9, 2025

/s/ Christian Contreras

4 CHRISTIAN CONTRERAS

5 Attorney for Plaintiffs,

9 Dated: January 20, 2025

/s/ Jill Williams

10 JILL WILLIAMS

11 Attorney for Defendants,

12 Officer Mark Shifflett, Officer Jonathan
13 Chavez, Officer Sean Anthis and
14 Specially Appearing City of Santa Ana
15 (dismissed)

17 **Local Rule 5-4.3.4**

18 All other signatories listed, and on whose behalf the filing is submitted,
19 concur in the filing's content and have authorized the filing.

21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24 Dated: 01/21/2025

/s/ Autumn D. Spaeth

25 HONORABLE AUTUMN D. SPAETH
26 United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under
6 penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the Central
8 District of California in January 2025 in the case of Estate of Miguel Chavez et al.
9 v. Santa Ana Police Department et al, United States District Court Case No. 8:24-
10 cv-01899-FWS-ADS. I agree to comply with and to be bound by all the terms of
11 this Stipulated Protective Order and I understand and acknowledge that failure to
12 so comply could expose me to sanctions and punishment in the nature of contempt.
13 I solemnly promise that I will not disclose in any manner any information or item
14 that is subject to this Stipulated Protective Order to any person or entity except in
15 strict compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District
17 Court for the Central District of California for the purpose of enforcing the terms
18 of this Stipulated Protective Order, even if such enforcement proceedings occur
19 after termination of this action. I hereby appoint _____ [print
20 or type full name] of _____ [print or type full address and
21 telephone number] as my California agent for service of process in connection with
22 this action or any proceedings related to enforcement of this Stipulated Protective
23 Order.

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed Name: _____

27 Signature: _____